

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JENNIFER ROUSSELL, et al.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	CASE NO. 4:05-CV-03733
	§	
BRINKER INTERNATIONAL, INC.,	§	
	§	
Defendant.	§	

NOTICE OF STIPULATIONS BETWEEN PARTIES

Attached are certain stipulations reached by the parties.

Respectfully submitted,

BRUCKNER BURCH PLLC

/s/ Rex Burch

Of Counsel:

By: _____

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CERTIFICATE OF SERVICE

I served a copy of this document on all counsel via the Southern District's CM/ECF electronic filing system on March 22, 2009.

/S/ Richard J. Burch

Richard J. Burch

Rex Burch

From: McAlpine, Fraser A. [fmcalpine@hunton.com]
Sent: Saturday, March 07, 2009 11:02 PM
To: Rex Burch
Subject: RE: Brinker Stipulations

I confirm that this accurately represent our stipulations.

From: Rex Burch [mailto:rburch@brucknerburch.com]
Sent: Friday, March 06, 2009 5:59 PM
To: McAlpine, Fraser A.
Subject: Brinker Stipulations

My understandings:

1. Plaintiffs will make an unopposed oral motion to amend the complaint to name Brinker International Payroll Company, L.P. is the defendant and the complaint will relate back;
2. Brinker stipulates Plaintiffs' employment relationship with Brinker was within the coverage of the FLSA (i.e., proof of FLSA coverage is not required for Plaintiffs to prevail on their claim);
3. Plaintiffs concede they were "tipped employees" during the shifts they worked as waiters;
4. Plaintiffs concede they earned at least the tip credit in tips for each hour worked as a waiter;
5. Brinker waives its good faith defense to liquidated damages;
6. If plaintiffs prevail, they are entitled to back pay totaling \$135,939.02.

Please confirm that this is all correct.

- Rex Burch